

JOSHUA N. KASTAN (SBN 284767)

JNK@dkmlawgroup.com

JESSICA J. ROSS (SBN 313988)

JJR@dkmlawgroup.com

DKM LAW GROUP, LLP

50 California St., Suite 1500

San Francisco, CA 94111

Telephone: (415) 421-1100

Facsimile: (415) 842-0095

Attorneys for Defendant,
USAA CASUALTY INSURANCE COMPANY

**IN UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JEREMY R. WHITELEY,

Plaintiff,

vs.

USAA CASUALTY INSURANCE
COMPANY,

Defendant.

CASE NO.: 2:24-cv-00138-FLA-MAA

**[PROPOSED] JUDGMENT FOR
DEFENDANT USAA CASUALTY
INSURANCE COMPANY AND
ORDER GRANTING ITS MOTION
FOR SUMMARY JUDGMENT**

[DKT. #45]

Hearing Date: March 14, 2025

Hearing Time: TBD

Crtrm.: 6B

Judge: Hon. Aenlle-Rocha

Cmplt. Filed: Jan. 5, 2024

On January 31, 2025, Defendant USAA Casualty Insurance Company (“USAA CIC”) filed its Motion for Summary Judgment as to all causes of action alleged by Plaintiff Jeremy R. Whiteley (“Whiteley”), including breach of contract, breach of the implied covenant of good faith and fair dealing, declaratory relief, and punitive damages.

1 The Court, having considered USAA CIC's Motion for Summary Judgment and
2 finding good cause therefor, hereby GRANTS the Motion and ORDERS as follows:.

3
4 1. As USAA CIC's duty to defend or indemnify Whiteley was not triggered
5 by the allegations within the complaint in the underlying civil lawsuit
6 based on the terms of the subject homeowners and umbrella insurance
7 policies, USAA CIC is entitled to summary judgment and its Motion is
8 GRANTED as to Whiteley's first cause of action for breach of contract,
9 and Whiteley's Motion for Partial Summary Judgment is DENIED.
10

11
12 2. As there has been no withholding of benefits under the subject
13 homeowners and umbrella insurance policies and as USAA CIC acted
14 reasonably in its handling of Whiteley's claim and the parties were
15 engaged in a genuine dispute as to whether USAA CIC's duty to defend
16 Whiteley in the underlying suit was triggered, USAA CIC is entitled to
17 summary judgment and its Motion is GRANTED as to Whiteley's second
18 cause of action for breach of the implied covenant of good faith and fair
19 dealing.
20

21
22 3. As, following the Court's ruling above, any declaratory relief in
23 Whiteley's favor would be an incorrect statement as a matter of law,
24 USAA CIC is entitled to summary judgment and its Motion is GRANTED
25 as to Whiteley's third cause of action for declaratory relief.
26
27
28

1 4. As Whiteley can provide no evidence that USAA CIC engaged in any
2 conduct that amounts to fraud, oppression, or malice in its handling of the
3 claim, nor advance knowledge and ratification of any conduct by USAA
4 CIC by an officer, director, or managing agent to the requisite clear and
5 convincing standard, USAA CIC is entitled to summary judgment and its
6 Motion is GRANTED as to Whiteley's claim for punitive damages.
7

8
9 5. All of Whiteley's causes of action having been summarily adjudicated in
10 favor of USAA CIC, there are no remaining triable issues before this
11 Court in this matter and judgment shall enter for USAA CIC.
12

13
14 **IT IS SO ORDERED.**
15

16 Dated: _____, 2025

17 _____
18 FERNANDO L. AENLLE-ROCHA
19 United States District Judge
20
21
22
23
24
25
26
27
28